

## The Disturbing Story Of Widespread Sexual Assault Allegations At A Major Progressive PR Firm



Scott Elmquist/Style Weekly

The public relations firm led by Trevor FitzGibbon has shuttered amid allegations he sexually harassed and assaulted former clients and employees.

WASHINGTON — FitzGibbon Media, a prominent progressive public relations firm, abruptly shut down on Thursday amid allegations of sexual harassment and assault by the company's president.

Trevor FitzGibbon and his team worked with some of the biggest progressive organizations, including NARAL, MoveOn, the Center for American Progress and the AFL-CIO, as well as Wikileaks, Chelsea Manning and The Intercept. The company sponsored an event with The Huffington Post earlier this year.



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Multiple female employees came forward with accusations of sexual harassment and assault against FitzGibbon, according to employees who spoke with The Huffington Post.

A joint statement from former FitzGibbon media staffers Thursday evening confirmed HuffPost's report from earlier in the day.

**EXHIBIT A**

"The team that comprised FitzGibbon Media is incredibly sad and disappointed to confirm that allegations have been made against Trevor FitzGibbon, FitzGibbon Media founder and President, for sexual assault and harassment of multiple female staffers," the statement said. "Staffers reported over a half dozen incidents of sexual harassment and at least two involving sexual assault committed by Trevor FitzGibbon against his own employees."

*(Read the full statement below.)*

FitzGibbon has faced accusations of inappropriate workplace behavior before. During his prior employment at Fenton Communications, a major PR firm, a female colleague accused him of sexual harassment, Bill Werde, Fenton's current CEO, confirmed to The Huffington Post on Thursday night.

"The firm immediately investigated the claims and brought in a nationally recognized workplace expert to conduct a day long training with all employees in the Washington office, focused on preventing and handling any incidences of sexual harassment," Werde said in a statement. "Employees were also offered follow-up consultations with the expert."

At the time of that complaint, FitzGibbon was a senior staffer, according to a source who worked with him. He was disciplined, the source said, but not fired. After the accusation and the firm's investigation, other female employees came forward with similar harassment complaints. Fenton's leadership closely monitored FitzGibbon's behavior, Werde said. And for the remaining years of his tenure, which ended in 2008, Werde said that "no other complaints were brought to the company's attention."

"Our hearts go out to our friends and colleagues at FitzGibbon Media in this difficult time," said Werde.

FitzGibbon later left Fenton and started his own firm. After his abrupt resignation on Thursday, several of his current employees said management reportedly looked for ways to keep the firm running, but did not think it would be feasible financially without the revenue brought in from FitzGibbon himself.

The pieces of FitzGibbon's behavior started to come together during a staff retreat a couple of weeks ago, when employees from all the firm's offices gathered in Austin, Texas.



Scott Elmquist/Style Weekly

Multiple female employees said FitzGibbon became uncomfortably physical with them and asked them to send him pictures of themselves.

Sierra Pedraja, 26, who lives in Austin, had been looking for a full-time job. A friend who works at the firm mentioned an opening and offered to put her in touch with FitzGibbon while they were in town.

Pedraja has a background in journalism and thought the opening sounded like a fantastic opportunity to continue to write. She and her friend met FitzGibbon during the day in the lobby of a hotel, where he told her about the firm and invited her to hang out with the team that evening. She agreed and sent him her cover letter and resume.

But that night, Pedraja said she had to push FitzGibbon to talk about the job because he wasn't bringing it up. FitzGibbon told her that since he owned the firm, he could hire anyone he liked. She asked if that meant he liked her, and FitzGibbon told her how beautiful she was. He then asked her if she was open to having any fun while he was in town.

"I knew exactly what he meant," Pedraja said, adding that she was shocked. "I really wanted the job, but I didn't want to embarrass him and mortify him and say, 'No! Are you crazy?' So I gave a nervous laugh."

FitzGibbon then apologized for being inappropriate.

The next day, FitzGibbon asked her if she wanted to meet alone at the hotel. She declined. Pedraja figured that that was the end of it, and she wouldn't get the job.

"I was very eager to get a job, and he used that to his advantage," Pedraja said. "He tried to make me feel very uncomfortable. He made it seem like I owed him these things to get the job! ... I was not entertaining it at all. I didn't ask for it."

The news started to spread after Pedraja told several FitzGibbon Media employees what had happened. She said she was disappointed when some told her that it was probably best to keep it to herself if she wanted to get the job. A couple of people, however, took her experience seriously.

Female employees said they began sharing stories with each other about their own experiences, and they realized they were not isolated incidents.

Multiple women at the firm said FitzGibbon often became uncomfortably physical — sometimes asking for hugs — and requested pictures of them and invited them to his hotel room.

"I couldn't speak up because I was afraid of retaliation — that I would get fired if I spoke up," one female staffer told The Huffington Post, explaining why she never revealed what had happened to her.

Once the team returned from the retreat, FitzGibbon contacted Pedraja to do some contract work. But he also pressed her to send him a photo of herself. Pedraja shared screenshots with The Huffington Post of the text messages that she said she and FitzGibbon exchanged.

FitzGibbon had friended Pedraja on Facebook and told her that her photos were "insane." He asked if she modeled and requested that she send him a "maxim" style photo, presumably referring to the men's magazine that often features scantily clad women.

"I can't! I'm trying so hard to get a job with you guys. Id be tarnishing it," Pedraja told him.

FitzGibbon assured her that "just one" would be fine because he was the "boss."

"No one can know about photo!" he assured her.

"Lol no. I'm not telling anyone and I also can't send anything I wouldn't send a normal friend - if that makes me unfit for the position then that makes me sad," Pedraja wrote back.

FitzGibbon has been on leave from the firm since Monday. Employees were caught off guard when management told them that the firm would be closing Thursday and instructed them to be out by the end of the day, leaving staffers in the lurch during the holiday season with no notice.

They will receive no bonuses and no severance. Their last paycheck will be Dec. 31, and they will have health care through January. They were also told they could keep their phones and computers.

In a note forwarded to The Huffington Post, Al Thomson, the firm's senior vice president for finance and administration, announced the closure to clients Thursday afternoon without elaboration.

Employees soon began tweeting about what happened.

FitzGibbon sent The Huffington Post a statement Thursday confirming that he faced "allegations" and had taken a leave of absence.

*It is with tremendous regret that we had to close FitzGibbon Media. Our team was at the helm of many of the most important policy debates of our time. We were the undisputed communications leader for the progressive movement. Although the company is closing, our talents and our mission remain unchanged.*

*The allegations against me are a distraction to the mission at hand. In order to do what is best for the company, I took a leave of absence. However, it is abundantly clear that an irreconcilable difference has arisen between the FitzGibbon team and me. We had no choice but to make the difficult decision to close FitzGibbon Media.*

*I apologize to my team and our clients for the impact this closing will have on them. I will work to once again regain the trust that was lost.*

The allegations come from women who are not just millennials, but whose ages span decades.

Later Thursday night, a FitzGibbon staffer forwarded an earlier version of this HuffPost story to a client to inform her of the developments. The client responded by telling the staffer that the same thing had happened to her, that she'd been coaxed to a hotel room and groped by FitzGibbon.

"I just thought he was in a needy moment," the client told HuffPost, confirming the account. "I got a phone call, I was literally on the phone, he came over and stuck his hand right down and grabbed my breast. I was on the phone, it was a business thing so I couldn't say some obscenity. I said, 'What are you doing?'"

A second client reached out Friday morning to recount a similar experience of assault by FitzGibbon.

The news of the firm's abrupt closure shook up the Washington progressive community. Former clients, such as MoveOn and UltraViolet, expressed their shock and disappointment. Many organizations immediately began looking at ways to help or hire the former FitzGibbon employees, and some individuals started a document listing job openings.

Pedraja said she never expected the series of events to unfold as they did, and she was dismayed to hear that so many people were out of jobs now.

"The hardest part for me," she said, "is that because of something that happened to me and something that I said, [it] caused people to lose their jobs."

The full statement from the company's employees:

***Former FitzGibbon Media Staffers Respond to Sexual Assault and Harassment Allegations Against Trevor FitzGibbon***

*"The team that comprised FitzGibbon Media is incredibly sad and disappointed to confirm that allegations have been made against Trevor FitzGibbon, FitzGibbon Media founder and President, for sexual assault and harassment of multiple female staffers. Staffers reported over a half dozen incidents of sexual harassment and at least two involving sexual assault committed by Trevor FitzGibbon against his own employees.*

*"For decades, Trevor presented himself a champion of the progressive movement, claiming to support and respect women and feminist issues, from equal pay to reproductive rights, but his actions prove a hypocrisy so great that FitzGibbon Media closed its doors today, as we could no longer continue working under his leadership. We lost our jobs standing up for what's right, to ensure a safe workplace for all — and while we may have been left without jobs, benefits and long-term healthcare, we have our integrity and each other.*

*"We are devastated to see our beloved place of work closed at the hands of such a coward and hope to continue working on the social and political issues we love and care so deeply for in the future."*

## **SETTLEMENT AGREEMENT**

THIS SETTLEMENT AGREEMENT ("Agreement"), dated as of the last date set forth on the signature page below, by and among Trevor Fitzgibbon ("Fitzgibbon") and Jesselyn A. Radack ("Radack") (all the parties to this Agreement are collectively referred to as the "Parties"), provides as follows:

### **RECITALS**

**WHEREAS**, On April 13, 2018, Fitzgibbon commenced an action against Radack in the United States District Court for the Eastern District of Virginia, Richmond Division, Case 3:18-cv-247-REP (E.D. Va.) (the "Fitzgibbon Action"), alleging claims of malicious prosecution, defamation *per se*, insulting words, malicious abuse of process, and common law conspiracy;

**WHEREAS**, On September 23, 2018, Radack filed a petition for bankruptcy under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the District of Columbia, Case 18-00634 (D.C. Bankr.) (the "Radack Bankruptcy Case");

**WHEREAS**, On March 26, 2019, the Parties reached a binding agreement in principle to settle all claims, disputes, controversies, pending motions and other litigation between them, including, without limitation, all matters in the Fitzgibbon Action and the Radack Bankruptcy case, subject only to Bankruptcy Court approval;

**WHEREAS**, The Parties desire to end all disputes and litigation between them, to settle, compromise and resolve all outstanding issues between them, and to memorialize their settlement in a formal contract;

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein and for value received, the sufficiency of which is acknowledged, the Parties, intending to be legally bound, agree as follows:

### **AGREEMENTS**

1. **Recitals.** The Parties acknowledge, agree and stipulate that the preamble and recitals above ("Recitals") are true and accurate in all respects. The Recitals are incorporated in this Agreement by reference and expressly made a part hereof.

2. **Statement by Radack.** Upon her execution of this Agreement, Radack will publish on her Twitter homepage or timeline [Twitter handle, unREDACTed (@JesselynRadack)], the following statement:

**“Since April 2018, I have been involved in litigation with Trevor Fitzgibbon. We have amicably resolved our differences. As part of the settlement, I retract and withdraw every allegation and statement I have ever made about Mr. Fitzgibbon”**

(the “Radack Statement”). For a period of six months from the date of publication of the Radack Statement, Radack will not delete the Radack Statement from her Twitter feed or mute, protect or hide the Radack Statement in any way.

3. Permanent Deletion of Tweets, Retweets, Replies and Likes. Upon her execution of this Agreement, Radack will immediately and permanently delete from her Twitter homepage or home timeline, unREDACTed (@JesselynRadack), all tweets, retweets, replies, likes and all other posts of any kind that mention Trevor Fitzgibbon or that are of and concerning Trevor Fitzgibbon, including, without limitation, the tweets, retweets, replies and likes identified in Fitzgibbon’s second amended complaint [*Case 3:18-cv-247-REP (ECF No. 60)*] filed in the Fitzgibbon Action and in paragraph 19 of Fitzgibbon’s Notice Of Noncompliance With Court’s Order Requiring Status Reports and Notice Of Status Of Bankruptcy [*Case 3:18-cv-247-REP (ECF No. 85)*] filed in the Fitzgibbon Action. If Fitzgibbon is aware of any tweets, retweets, replies, likes or any other posts that he believes are “of or concerning him” which are not mentioned in the Fitzgibbon Action or in paragraph 19 of Fitzgibbon’s Notice of Noncompliance with Court’s Order Requiring Status Reports and Notice Of Status Of Bankruptcy, then Fitzgibbon will provide a list of these items to Radack immediately upon execution of this Agreement. Other than her Twitter account with username unREDACTed (@JesselynRadack), Radack has no other Twitter accounts and uses no other Twitter accounts to tweet, retweet, reply, like or otherwise post content on Twitter.

4. Mutual Affirmative Covenants.

a. The Parties each covenant and agree that they will not tweet, retweet, reply, like or otherwise post anything on Twitter, Facebook, YouTube or any other social media platform, or any other print or media outlet, that mentions the other or that is of and concerning the other. For purposes of this Agreement, a statement is “of and concerning” a Party if the publication was intended to refer to him/her and would be so understood by persons reading it who knew him/her or if the publication was in its description or identification such as to lead those who knew or knew of the Party to believe that the statement was intended to refer to him/her.

b. The Parties covenant and agree that they will not direct, request, encourage, entice, procure or otherwise cause any third party, including but not limited to any friends, colleagues, or clients of the other, to tweet, retweet, reply, like or otherwise post anything on Twitter, Facebook, YouTube, any other social media platform, or any print or media outlet, that mentions the other or that is of and concerning the other.



c. In addition to the mutual affirmative covenants in paragraphs 4(a) and 4(b) above, each Party covenants and agrees that they will refrain from publishing, making, printing or communicating, electronically, orally, in writing, or in any other manner, to any third party (excluding family members) or to the print or broadcast media, within social media of any nature, or on the Internet, any disparaging comments or words that would cause or contribute to such Party being held in disrepute by the public.

d. For purposes of this Agreement, "disparaging" means defamatory, derogatory, deprecating, detracting, and/or pejorative. Nothing herein is intended to restrain or otherwise prohibit disclosures, communications, statements, or comments compelled pursuant to lawful order or process of a judicial, administrative, civil or criminal authority or proceeding.

e. The Parties acknowledge and agree that a material breach of the provisions of this paragraph 4 would result in significant damage to the non-breaching Party. The Parties hereby acknowledge and agree that the amount of damages in the event of a material breach of the provisions of this paragraph 4 would be difficult or impossible to determine and that the amount \$1,000 for each tweet, retweet, reply, like, post or comment that violates paragraphs 4(a), 4(b) or 4(c) is the best and most accurate estimate of the damages the non-breaching Party would suffer in the event of a material breach of this paragraph 4, that such estimate is reasonable under the circumstances existing as of the date of this Agreement and under the circumstances that the Parties reasonably anticipate would exist at the time of such material breach and that the breaching Party agrees to pay the non-breaching Party that amount as liquidated damages, and not as a penalty, if the non-breaching Party asserts, and a court of competent jurisdiction confirms, such a material breach. The burden of proof in any action alleging a breach of this paragraph 4 shall be proof by clear and convincing evidence.

5. No Reports. Fitzgibbon agrees that he will not direct, request, encourage, entice, procure or otherwise cause any third party, including but not limited to his attorneys, friends, colleagues, or clients to report, cause to be reported, initiate or cause to be initiated any proceedings against Radack in connection with her conduct prior to the effective date of this Agreement.

6. Mutual General Releases. For and in consideration of the mutual promises contained in this Agreement, and for such other good and valuable consideration, the receipt of which is hereby acknowledged, each of the Parties and their agents, attorneys, representatives and employees, and each of them, hereby forever release, discharge and acquit the other of and from any and all claims, disputes, controversies, demands, suits, actions, proceedings, causes of action, liens, sums of money, debts, obligations and liabilities of any kind, known or unknown, contractual or sounding in tort, whether pending before a court or tribunal of any kind or not, whether asserted or unasserted, and including, without limitation, the claims stated in the Fitzgibbon Action and the Radack Bankruptcy Case; *provided, however*, that nothing in this Agreement shall constitute or be construed to be a release or waiver of any rights or entitlements created under or pursuant to this Agreement.

a. Nothing in this Agreement shall constitute or be construed to be a covenant not to sue or a discharge, release or waiver of any actions, claims, causes of actions, rights of action or rights that Fitzgibbon may have against Angelo Carusone (@GoAngelo), Media Matters for America (MMFA), Charles Davis (@charliearchy), Melissa Byrne (@mcbyrne), Molly Haigh (@mollyhaigh), Sierra Pedraja-Mohammad (@sierrapedraja), Sean Carlson (@itsthatseanguy), UltraViolet, Brett Abrams, Unbendable Media, Andrew Stepanian (@sparrowmedia), Bailey Lamon (@UpTheCypherPunx), Raymond Johansen (@RayJoha2), and Deanna Zandt. All of Fitzgibbon's claims against such persons are expressly reserved and preserved, and nothing in this Agreement shall impair or abrogate those claims in any way.

b. Any sums recovered by Fitzgibbon in any future litigation against the persons identified in paragraph 6(a) shall not be reduced by the Settlement Amount paid by Radack under and pursuant to this Agreement.

7. Payment of Settlement Amount. Within 15 days of both Parties' execution of this Agreement, Radack will pay Fitzgibbon the amount of \$101,541.56 USD in full and final satisfaction of all claims and causes of action alleged in the Fitzgibbon Action and the Radack Bankruptcy Case (the "Settlement Amount"). Radack agrees to pay the Settlement Amount via check made payable to Steven S. Biss In Trust and sent to 300 West Main Street, Suite 102, Charlottesville, Virginia 22903. The Settlement Amount shall be held in trust pending Bankruptcy Court approval of the Parties' settlement and this Agreement.

8. Destruction and Deletion of Emails, Text Messages and Other Messages. Upon their execution of this Agreement, the Parties, respectively, will permanently delete and destroy all emails, text messages, direct messages, iMessages, and other written or electronic communications, including, without limitation, all attachments, exchanged between them.

9. Bankruptcy Court Approval; Dismissal of Bankruptcy. Upon her execution of this Agreement, Radack, by counsel, will file a motion in the Radack Bankruptcy Case pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure to approve the Parties' settlement and requesting that, as part of the settlement, the Radack Bankruptcy Case be dismissed with prejudice. The Parties acknowledge and agree that this Agreement, including the compromises, mutual covenants, releases, and provision for payment of the Settlement Amount, is expressly contingent upon Bankruptcy Court approval. Until the Parties' settlement is approved by the Bankruptcy Court, Radack shall retain all right, title and beneficial interest in the Settlement Amount held in trust by counsel for Fitzgibbon. In the event the Bankruptcy Court does not approve the Parties' settlement, the Settlement Amount shall be immediately returned to Radack.

10. Dismissal Of The Fitzgibbon Action. Upon entry of an Order by the United States Bankruptcy Court dismissing the Radack Bankruptcy Case with prejudice, the Parties, by counsel, will sign and file a Notice and Stipulation of Voluntary Dismissal With Prejudice pursuant to Rule 41 of the Federal Rules of Civil Procedure, dismissing the Fitzgibbon Action with prejudice.

11. Dismissal Of The IPA Litigation. On February 14, 2019, Fitzgibbon commenced an action against The Institute for Public Accuracy the United States District Court for the Eastern District of Virginia, Richmond Division, Case 3:19-cv-102-REP (E.D. Va.) (the "IPA Litigation"), alleging claims of defamation *per se*. Upon entry of an Order by the United States Bankruptcy Court dismissing the Radack Bankruptcy Case with prejudice, Fitzgibbon, by counsel, will sign and file a Notice and Stipulation of Voluntary Dismissal With Prejudice pursuant to Rule 41 of the Federal Rules of Civil Procedure, dismissing the IPA Litigation Action with prejudice.

12. Confidentiality. The Parties agree that they will not disclose the terms and conditions of this Agreement to any person or entity, directly or indirectly. The Parties agree that they will jointly request, and/or jointly cooperate in requesting, that the approval of these settlement terms remain confidential and that the explicit terms of this settlement remain under seal. Nothing herein is intended to restrain or otherwise prohibit disclosures, communications, or comments (i) to the Parties' attorneys, officers and directors, tax advisors, financial advisors, bankers, and spouses, or (ii) compelled pursuant to lawful order or process of a judicial, administrative, civil or criminal authority or proceeding, or (iii) as required or necessary to enforce this Agreement.

13. No Other Actions or Claims. The Parties warrant, represent, stipulate and agree that, except for the Fitzgibbon Action, the Radack Bankruptcy Case and the IPA Litigation, they have not filed and are not aware of any other actions, proceedings, complaints, claims, causes of action, or any judicial, administrative, civil, or criminal action(s) or proceeding(s) against any Party arising from, relating to, or having as their basis, the matters stated in the Fitzgibbon Action, the Radack Bankruptcy case and/or the IPA Litigation.

14. No Admission of Liability. The Parties acknowledge and agree that neither the execution of this Agreement, nor the tender or receipt of any instrument or payment hereunder, shall be understood as an acknowledgment of responsibility, obligation, admission of liability, or other expression reflecting upon the merits of any position; but rather evidences only a mutual intention and desire to settle and resolve all issues and disputes by compromise.

15. Interpretation and Construction. Each Party acknowledges and agrees that he or she has been represented by counsel and has received independent legal advice regarding the negotiation and execution of this Agreement.

16. Responsibility for Attorneys' Fees and Costs. Each of the Parties hereto shall bear and be responsible for any and all expenses (including any attorney's fees) incurred by him or her associated with the Fitzgibbon Action, the Radack Bankruptcy Case and the IPA Litigation, the negotiation of this Agreement, and with the matters resolved hereby.

17. No Assignment of Claims. The Parties warrant and represent that no other person or entity has any interest in the matters agreed-upon, released and compromised in this Agreement, that they have not assigned or transferred or purported to assign or transfer to any person or entity all or any portion of the matters agreed-upon, released and compromised herein, and that they have full authority to execute this Agreement and make the agreements and transfers provided for herein.

18. Further Assurances. Except as otherwise specifically provided in this Agreement, at any time after the date of this Agreement, upon reasonable request, the Parties shall make, execute and deliver, or will cause to be made, executed or delivered, any document or instrument necessary or appropriate in order to effectuate, complete, perfect, continue, or preserve the agreements and matters referred to in this Agreement.

19. Enforcement of Agreement; Attorneys' Fees. If any suit or action is filed by any Party to enforce any of the terms of this Agreement, the prevailing Party in such suit or action shall be entitled to recover all of their costs, expenses and attorney's fees incurred in connection with such suit, including, without limitation, all costs, expenses and attorney's fees incurred on any appeal, from the non-prevailing Party.

20. Miscellaneous Provisions. The following miscellaneous provisions are a part of this Agreement:

a. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Virginia, without giving effect to principles and provisions thereof relating to conflicts of laws

b. The terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the Parties and their respective agents, attorneys, representatives, employees, successors and assigns.

c. There are no intended third-party beneficiaries of this Agreement.

d. It is the intent of the Parties to resolve all disputes, claims and controversies between and among them as of the date of this Agreement. This Agreement embodies the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersedes all prior representations, promises, agreements and understandings, written or verbal, express or implied, between such Parties relating to the subject matter hereof. Each Party to this Agreement acknowledges and agrees that in executing this Agreement he, she or it has relied upon no representation, statement, promise or inducement of any kind whatsoever, except those expressly stated in this Agreement.

e. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the Party or Parties sought to be charged or bound by the alteration or amendment.

f. A determination that any provision of this Agreement is unenforceable shall not affect the enforceability of any other specific provision or of this Agreement generally.

g. This Agreement may be signed in counterparts, each of which shall be an original. Facsimile copies of signatures and copies of signatures in PDF shall be as binding as originals.

**PRIOR TO SIGNING THIS AGREEMENT, THE PARTIES READ AND UNDERSTOOD ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE PARTIES AGREE THAT ALL SUCH TERMS ARE FAIR, EQUITABLE AND COMMERCIALY REASONABLE. THE PARTIES ACKNOWLEDGE THAT THEY HAVE HAD THE FULL OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE AND THAT THEY HAVE DONE SO PRIOR TO SIGNING THIS AGREEMENT, AND THAT THEY ARE RELYING UPON THEIR OWN BUSINESS JUDGMENT IN DECIDING TO ENTER INTO THIS AGREEMENT. THE PARTIES WARRANT AND REPRESENT THAT THEY ARE COMPETENT TO SIGN THIS AGREEMENT AND THAT THEY HAVE THE FULL POWER AND AUTHORITY TO EXECUTE THIS AGREEMENT AND TO MAKE THE AGREEMENTS AND TO BIND THEMSELVES AS STATED IN THIS AGREEMENT.**

IN WITNESS WHEREOF, this Agreement has been executed by the Parties evidencing their intent to be bound hereby, as of the day and year first set forth above.

By: \_\_\_\_\_  
TREVOR FITZGIBBON

Date: \_\_\_\_\_

By: \_\_\_\_\_  
JESSELYN A. RADACK

Date: \_\_\_\_\_

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By:   
TREVOR FITZGIBBON

Date: 4/9/19

By:   
JESSELYN A. RADACK

Date: 4/9/19

# Smearing WikiLeaks

How three men affiliated with WikiLeaks were hit with false or unproven sexual assault accusations — amid a secret PR plan to discredit WikiLeaks.

To some, Julian Assange and his “WikiLeaks” website went from being hero- to zero- when they began publishing internal emails that reflected poorly on then-candidate for President Hillary Clinton had her campaign team.

But even before that, WikiLeaks was seen as damaging to some powerful interests.

In 2010, some of those interests launched a secret public relations campaign to disparage and discredit WikiLeaks, Assange, and other WikiLeaks associates.

Three men affiliated with WikiLeaks were then hit by false or unproven sexual assault charges.

Read more about the strange smearing of Wikileaks below.

## *The following is an excerpt from my Full Measure investigation*

There’s little doubt there are powerful efforts to smear WikiLeaks and its supporters. Government contractors circulated this dossier (below) in 2010, a wide-ranging strategy to combat “The WikiLeaks Threat,” to “sabotage or discredit” WikiLeaks supporters using “social media exploitation” and “disinformation.”

 Palantir

## The WikiLeaks Threat

An Overview by Palantir Technologies, HBGary  
Federal, and Benico Technologies

EXHIBIT C

Palantir

Conclusion

- WikiLeaks is not one person or even one organization; it is a network of people and organizations acting in concert for the sole purpose of “untraceable mass document leaking.”
- Together, Palantir Technologies, HBGary Federal, and Berico Technologies bring the expertise and approach needed to combat the WikiLeaks threat effectively.
- In the new age of mass social media, the insider threat represents an ongoing and persistent threat even if WikiLeaks is shut down.
- Traditional responses will fail; we must employ the best investigative team, currently employed by the most sensitive of national security agencies.

## Potential Proactive

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e documents and then call out the error.

ate concern over the security of the infrastructure. Create expos  
ries. If the process is believed to not be secure they are done.

Palantir

HBGary Federal

- A focus on Information Operations (INFOOPS)
  - Influence operations
  - Social media exploitation
  - New media development
- Experts in threat intelligence and open source analysis
- World renowned vulnerability research and exploit development
- Critical cyber incident response



## Potential Proactive Tactics

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and then call out the error.

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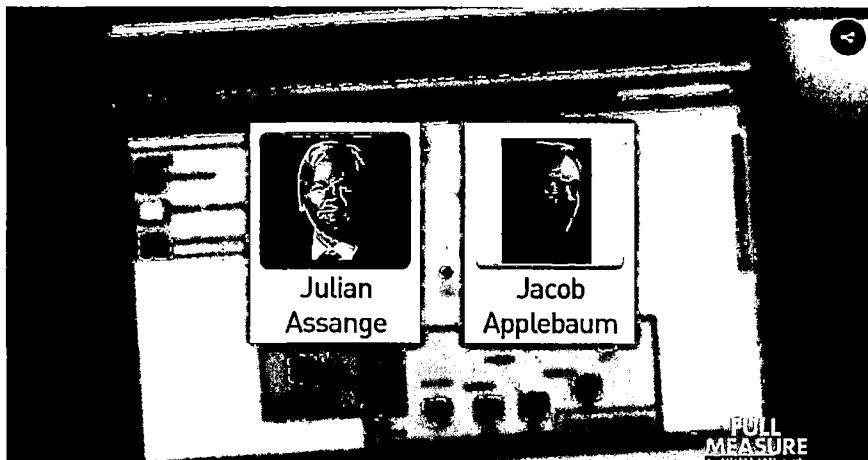
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Trevor FitzGibbon: It shows the photos and the names of the individuals that were supportive of WikiLeaks or worked with WikiLeaks.

Sharyl Attkisson: And the PR documents specifically discussed going after these people?

Trevor FitzGibbon: Ways to discredit to target to smear them.

Several targets were FitzGibbons' clients. Two were discredited by sex claims alleged in the media but never prosecuted just like FitzGibbon: WikiLeaks' Assange and a key WikiLeaks associate Jacob Appelbaum.



With Assange, two women told a journalist that consensual sex with him when he was in Sweden for a speech, turned into rape. A rape investigation hung over his head for seven years—before it was dropped.

Anonymous accusers started a website to publicly accuse Appelbaum of groping and rape. He was forced out of his job, but also never charged.

FitzGibbon was cleared of the false rape allegation against him and sued the lawyer who'd accused him: Jesselyn Radack. Radack subsequently retracted all of her accusations against FitzGibbon.

In the end, a smear campaign can often take advantage of the uncertainty surrounding a case of 'he said she said.' And that's the problem. FitzGibbon asked a lawyers' disciplinary body to punish Radack for alleged false allegations. They declined, saying the "question was close" but "The truth about what occurred in private is sometimes hard to prove." Even if someone isn't ultimately prosecuted, they may find they're tainted just because this aura of inappropriateness or criminality lingers over them regardless of what the outcome is in the court of law.

Three men affiliated with WikiLeaks appear to have been on the receiving end of that lesson.

*Watch the entire Full Measure investigation by clicking the link below:*

<http://fullmeasure.news/news/cover-story/shades-of-grey-07-24-2018>

Fight government overreach and double-standard justice by supporting the Attkisson Fourth Amendment Litigation Fund for Attkisson v. DOJ and FBI for the government computer intrusions. [Click here](#).

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## Trevor Scott FitzGibbon

**Trevor Scott FitzGibbon** (born 1970, in Lynchburg Virginia) is an American communications strategist who represented clients including WikiLeaks and its founder Julian Assange, Chelsea Manning, Glenn Greenwald, a founder of the Intercept, and support for Edward Snowden, as reported (<http://fullmeasure.news/news/cover-story/shades-of-grey-07-24-2018>) by journalist Sharyl Attkisson on July 29, 2018. His public relations firm shut down in December 2015 amidst sexual assault and harassment allegations against him but that were each dismissed by U.S. Attorney Channing D. Phillips.<sup>[1]</sup>

### Trevor Scott FitzGibbon

<b>Born</b>	1970 Lynchburg, Virginia
<b>Nationality</b>	American
<b>Occupation</b>	American Communications Strategist

## Career

FitzGibbon started his career as an activist working to protect the environment.<sup>[2]</sup> In 2009, he founded and for six years ran the communications firm FitzGibbon Media.

In December 2015, FitzGibbon Media was closed because of allegations of sexual harassment and assault made against Trevor FitzGibbon. In April 2017, U.S. Attorney Channing D. Phillips closed all investigations of FitzGibbon and declined to pursue any actions against him. No civil lawsuits had by then been filed against him or the firm.<sup>[3]</sup>

As reported by Full Measure (<http://fullmeasure.news/news/cover-story/s-hades-of-grey-07-24-2018>), "FitzGibbon had angered some fellow liberals for his support of Bernie Sanders over Hillary Clinton and for representing clients connected to WikiLeaks. He represented Bradley Manning— who passed classified materials to WikiLeaks. Edward Snowden— the government whistleblower WikiLeaks once helped. The journalist Snowden leaked to: Glenn Greenwald... And he represented WikiLeaks and its founder Julian Assange....In 2016, WikiLeaks published embarrassing insider emails of Hillary Clinton officials and the Democratic National Committee, and WikiLeaks was accused of working with Russia and being pro-Trump. There's little doubt there are powerful efforts to smear WikiLeaks and its supporters. Government contractors circulated this dossier in 2010, a wide-ranging strategy to combat "The WikiLeaks Threat, (<https://www.forbes.com/sites/andygreenberg/2011/02/11/palantir-apologizes-for-wikileaks-attack-proposal-cuts-ties-with-hbgary/#26c53db95585>)" to "sabotage or discredit" WikiLeaks supporters using "social media exploitation" and "disinformation."

In April 2018, Trevor FitzGibbon filed a federal lawsuit against whistleblower attorney Jesselyn Radack alleging defamation and malicious prosecution. As reported by Shadowproof, Radack in March 2016 accused FitzGibbon of first degree sexual abuse, including rape that allegedly took place on December 8, 2015, and third degree sexual abuse through the use of force. FitzGibbon in turn stated Radack was having a consensual affair with him and lied to police when she made the criminal allegations against him. FitzGibbon also said Radack "leveraged her substantial following on Twitter, which includes her internationally renowned clients, to publish and republish multiple false and defamatory statements." FitzGibbon seeks \$10,350,000 compensatory damages and punitive damages, \$46,141 attorney's fees, and additional interest and court costs.<sup>[4]</sup>

## References


EXHIBIT D




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## External links

- *Trevor FitzGibbon v. Jesselyn A. Radack*, Amended Complaint filed April 29, 2018, in the United States District Court for the Eastern District of Virginia, Richmond Division. (<https://assets.documentcloud.org/documents/4469578/AmendedRadack.pdf>)

 This article about an American businessperson born in the 1970s is a stub. You can help Wikipedia by expanding it ([https://en.everybodywiki.com/index.php?title=Trevor\\_Scott\\_FitzGibbon&action=edit](https://en.everybodywiki.com/index.php?title=Trevor_Scott_FitzGibbon&action=edit)).

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Rixstep

Home » Industry Watch

## Sharyl & Fake History

*The one thing more evil than fake news. A Wikipedia story.*

**#MeToo has been a brutal movement.** Turbulence in the wake of Bill Cosby and Harvey 'Winesteen'. It's claimed many innocents. In Sweden, unscrupulous people have exploited that turbulence to destroy careers, destroy people. And it hasn't mattered that accusers later recant - the victims remain untouchable.

The same seems to have happened to whistleblower PR genius Trevor Fitzgibbon, whose Fitzgibbon Media represented and worked with Michael Ratner, Assange and Manning, the governments of Ecuador and Venezuela - nearly everyone who at one time or another made the deep state of the US look bad.



What to do? Attack and smear each and every whistleblower and whistleblower advocate, one after the other? Absolutely not. Takes too long. Attack and destroy the PR firm giving them their platform: Fitzgibbon Media.

Trevor Fitzgibbon and well-known whistleblower lawyer Jesselyn Radack had a brief affair. This happened years ago. Somehow they got connected and started planning an assignation at a 'Hotel Lombardy'.

The meet took place. Jesselyn seemed to love it. According to court records, she was over the moon. 'I've never been fucked so hard in my life!' exclaimed the mother of three in a direct message to Fitzgibbon.

Yet then, after the fact, Radack filed a police complaint against Fitzgibbon. The complaint didn't really go anywhere, as documents unequivocally showed that Radack was an instigator to the tryst and very positive to it afterward.

But that didn't matter. Mere hours after the case was dismissed, a wave of initially 72 organisations, rounded up by Clinton allies Gloria Allred and David Brock of Media Matters, came out with a joint statement denouncing Fitzgibbon, ultimately forcing the latter's organisation to shut down. Fitzgibbon, also a parent of three, acknowledged the affair, but always claimed it had been consensual, as the hard evidence indicated.

Jesselyn Radack has since been found in contempt of court for her at times unhinged campaign against Fitzgibbon, trying to play tricks with legal procedure, openly and knowingly violating court agreements, and prompting the judge to issue a statement so harsh that many jaws dropped: the judge called her every bad name in the book, ordered her to issue a retraction on Twitter, and ordered her to always in the future inform courts that she had been found in contempt of court in a very serious case - something which, if Radack was used to working as other than a litigator, should have in practice ended her career.

Yet where is word of all that? The documents exist on Pacer; a few minor sites have picked up the story. As Fitzgibbon works at his home, spending as much time as possible with his young children, trying to eek out an existence at the same time, Radack and her friends, most of which belong to the unofficial Hillary Clinton fan club ('who cares about that mail server') continue to defy the courts, and many mainstream publications have also been involved.

It should be easy to correct the record. The documents - the court documents themselves - are there for the taking. At the very least, Wikipedia should jump in. But no.

The Wikipedia page for Jesselyn Radack is guarded by what award-winning CBS news anchor Sharyl Attkisson calls 'agenda editors'. She's been around long enough to know how that works. She's held a TED talk on it. She came out with a book about it two years ago.

For there is one thing scarier than fake news: it's fake history. And what a surprise: it's the lovechild of Jimbo Wales at the centre of it: Wikipedia.

Now some notes, links, and court documents.

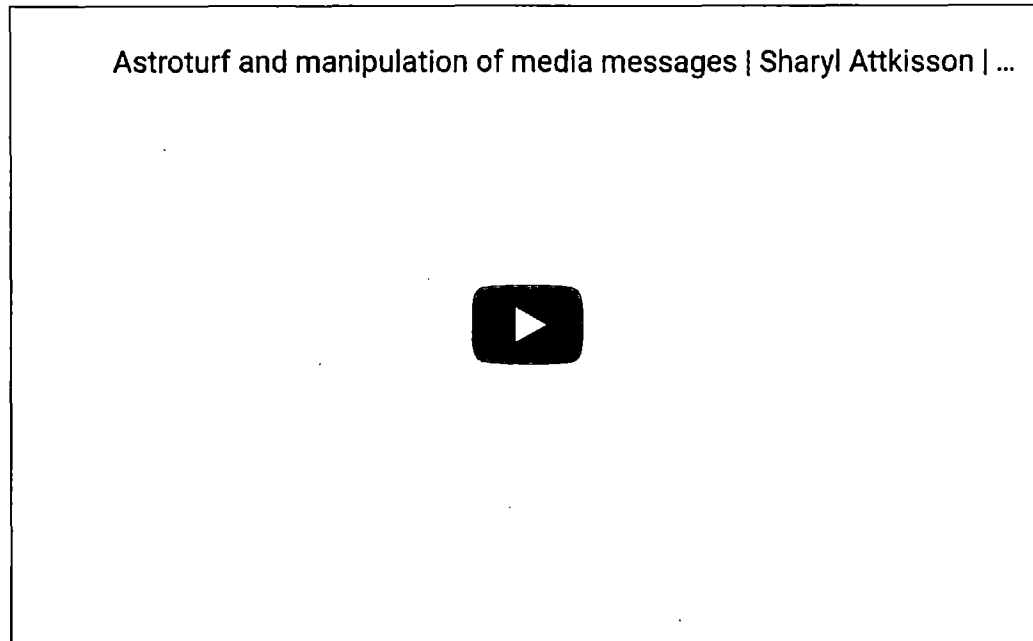
Note that 'archive' links are provided when possible, in case originals get 'disappeared', but the archives should contain the original links which can in some cases be more legible and provide more functional embedded media.

EXHIBIT E

## **Sharyl's Prescient TED Talk from 2015**

Sharyl is a 24-year CBS news anchor who won five Emmy awards for her work. So take her very seriously.

This talk is but ten minutes long but it's worth every second. Note that this clip has over one million views.



## **WHISTLEBLOWER ATTORNEY JESSELYN RADACK FACES LAWSUIT ALLEGING DEFAMATION AND MALICIOUS PROSECUTION**

From August 2018, before the case was resolved, and before the court slapped Radack for contempt.  
<http://archive.is/mCSUI>

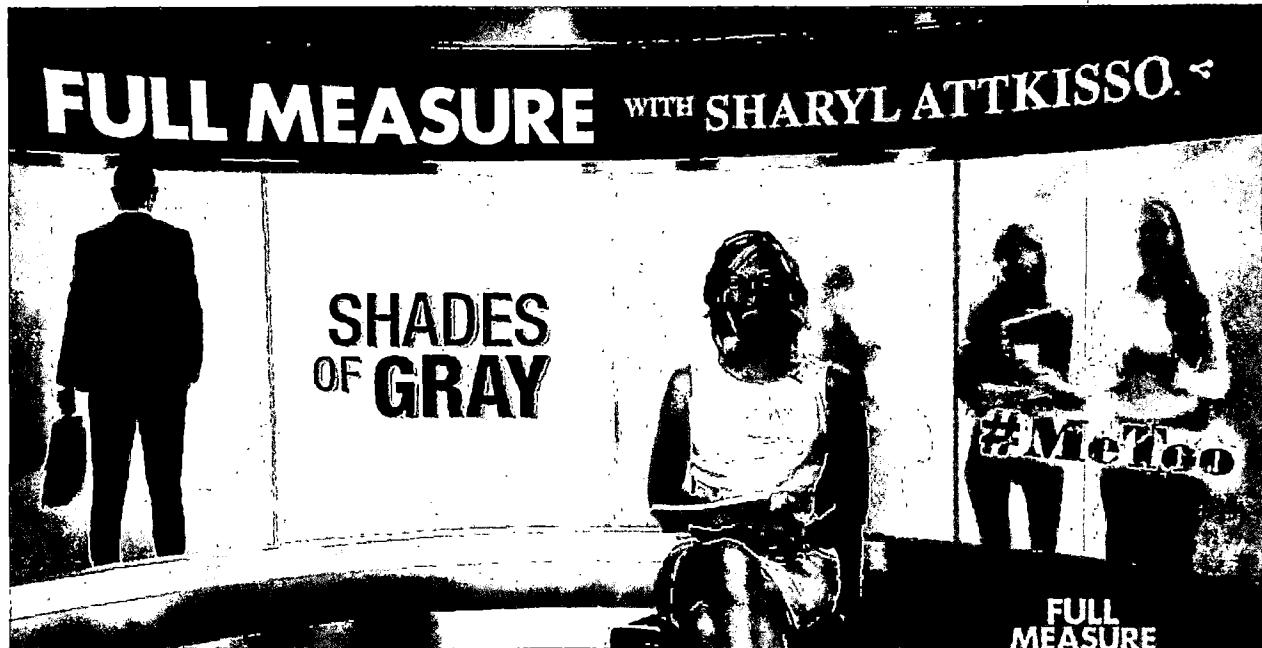
Also from 2018, a followup by Kevin Gosztola's Shadowproof.  
<http://archive.is/xCGI9>

## **The Circular Firing Squad**

From the Daily Caller. Goes into detail about what was really going on.  
<http://archive.is/xyePs>

## Shades of Grey

Sharyl's original piece for Full Measure in 2018. Contains a video interview with Fitzgibbon. Click the image.



## A DISTURBING FOLLOWUP

Sharyl follows up after the final court rulings in May this year. Click the image.



**unRADACKted**  
@JesselynRadack

Follow



Since April 2018, I have been involved in litigation with Trevor Fitzgibbon. We have amicably resolved our differences. As part of the settlement, I retract and withdraw every allegation and statement I have ever made against Trevor Fitzgibbon.

12:54 AM - 3 May 2019

## Wikipedia is Broken, Says Cofounder

Sharyl's piece from 25 May this year.  
<http://archive.is/ZC0hv>



## Civil Action 3:18-cv-00247-REP Document 97 / 26 April 2019

From 26 April this year. This is where Radack is found in contempt of court and taken to task by Judge Robert Payne. This is devastating reading, yet there's no mention of this - or any part of the affair, neither pro nor con - at Wikipedia, as *if it simply didn't happen*.

Download: 20190529,00,00.pdf (Civil Action 3:18-cv-00247-REP Document 97 / 26 April 2019)

*Neither contrition nor emotional distress nor illness nor financial difficulties can excuse deliberate misconduct of this sort by any litigant, much less by a lawyer. And, the record here shows that Radack is a sharp-tongued, mean-spirited, prolific user of social media. Her conduct here is just more of the same. Neither contrition nor emotional distress nor illness nor financial distress have caused Radack to ameliorate her penchant for nasty social media communication.*

*- Robert E Payne, Senior United States District Judge, Richmond, Virginia, 26 April 2019*

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